

UNITED STATE DISTRICT COURT  
DISTRICT OF NEW JERSEY  
NEWARK VICINAGE

<u>JANE DOE,</u>	:	
	:	
Plaintiff,	:	
	:	
-vs-	:	Case No. 2:18-cv-13539 ES-SCM
	:	
FELICIAN UNIVERSITY,	:	
	:	
Defendant.	:	ANSWER TO PLAINTIFF'S COMPLAINT

The Defendant, *Felician University*, by way of Answer to the Plaintiff's Complaint, says the following:

**INTRODUCTION**

1. Paragraph 1 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 1 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

**JURISDICTION**

2. Paragraph 2 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 2 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

3. Paragraph 3 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied.

Inasmuch as the allegations of Paragraph 3 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

4. Paragraph 4 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 4 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

#### **VENUE**

5. Paragraph 5 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 5 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

#### **PARTIES**

6. Defendant answers this paragraph and all other paragraphs of this Complaint based on its understanding of the true identity of “Jane Doe”. With such understanding defendants states Paragraph 6 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 6 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

7. Defendant admits the allegations contained in Paragraph 7 of this Count of the Complaint.

**STATEMENT OF FACTS**

8. Paragraph 8 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 8 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

9. Defendant admits the allegations contained in Paragraph 9 of this Count of the Complaint.

10. Defendant denies the allegations contained in Paragraph 10 of this Count of the Complaint and leaves plaintiff to her proofs.

11. Defendant denies the allegations contained in Paragraph 11 of this Count of the Complaint and leaves plaintiff to her proofs.

12. Insofar as the allegations contained in Paragraph 12 of this Count of the Complaint do not pertain to the defendant, the defendant makes no answer thereto. Insofar as the allegations in Paragraph 12 of this Count of the Complaint pertain to the defendant, same are denied.

13. Insofar as the allegations contained in Paragraph 13 of this Count of the Complaint do not pertain to the defendant, the defendant makes no answer thereto. Insofar as the allegations in Paragraph 13 of this Count of the Complaint pertain to the defendant, same are denied.

14. Defendant admits the allegations contained in Paragraph 14 of this Count of the Complaint.

15. Defendant denies the allegations contained in Paragraph 15 of this Count of the Complaint and leaves plaintiff to her proofs.

16. Defendant denies the allegations contained in Paragraph 16 of this Count of the Complaint and leaves plaintiff to her proofs.

17. Defendant denies the allegations contained in Paragraph 17 of this Count of the Complaint and leaves plaintiff to her proofs.

18. Defendant admits that plaintiff's grade in her Global Issues class was changed to an "A", but denies the remainder of the allegations contained in Paragraph 18 of this Count of the Complaint and leaves plaintiff to her proofs.

19. Defendant denies the allegations contained in Paragraph 19 of this Count of the Complaint and leaves plaintiff to her proofs.

20. Defendant denies the allegations contained in Paragraph 20 of this Count of the Complaint and leaves plaintiff to her proofs.

21. Defendant denies the allegations contained in Paragraph 21 of this Count of the Complaint and leaves plaintiff to her proofs.

22. Paragraph 22 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 22 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

23. Defendant denies the allegations contained in Paragraph 23 of this Count of the Complaint and leaves plaintiff to her proofs.

24. Paragraph 24 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 24 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

25. Defendant denies the allegations contained in Paragraph 25 of this Count of the Complaint and leaves plaintiff to her proofs.

26. Defendant denies the allegations contained in Paragraph 26 of this Count of the Complaint and leaves plaintiff to her proofs.

27. Defendant denies the allegations contained in Paragraph 27 of this Count of the Complaint and leaves plaintiff to her proofs.

28. Defendant denies the allegations contained in Paragraph 28 of this Count of the Complaint and leaves plaintiff to her proofs.

29. Defendant denies the allegations contained in Paragraph 29 of this Count of the Complaint and leaves plaintiff to her proofs.

30. Defendant admits the allegations contained in Paragraph 30 of this Count of the Complaint.

31. Plaintiff has failed to plead sufficient facts to allow defendant to either admit or deny the allegations contained in Paragraph 31 of this Count of the Complaint. However, to the extent that the allegations contained in Paragraph 31 are intended to assert a claim for liability against defendant, the same are denied.

32. Defendant denies the allegations contained in Paragraph 32 of this Count of the Complaint and leaves plaintiff to her proofs.

33. Defendant denies the allegations contained in Paragraph 33 of this Count of the Complaint and leaves plaintiff to her proofs.

34. Defendant denies the allegations contained in Paragraph 34 of this Count of the Complaint and leaves plaintiff to her proofs.

35. Paragraph 35 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 35 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

36. Defendant denies the allegations contained in Paragraph 36 of this Count of the Complaint and leaves plaintiff to her proofs.

37. Defendant denies the allegations contained in Paragraph 37 of this Count of the Complaint and leaves plaintiff to her proofs.

38. Defendant denies the allegations contained in Paragraph 38 of this Count of the Complaint and leaves plaintiff to her proofs.

39. Defendant admits that plaintiff took a makeup examination, but denies the remainder of the allegations contained in Paragraph 39 of this Count of the Complaint.

40. Defendant admits that grading errors affected plaintiff and several other students, but denies the remainder of the allegations contained in Paragraph 40 of this Count of the Complaint.

41. Defendant denies the allegations contained in Paragraph 41 of this Count of the Complaint and leaves plaintiff to her proofs.

42. Defendant denies the allegations contained in Paragraph 42 of this Count of the Complaint and leaves plaintiff to her proofs.

43. Defendant denies the allegations contained in Paragraph 43 of this Count of the Complaint and leaves plaintiff to her proofs.

44. Defendant denies the allegations contained in Paragraph 44 of this Count of the Complaint and leaves plaintiff to her proofs.

45. Paragraph 45 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 45 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

46. Defendant denies the allegations contained in Paragraph 46 of this Count of the Complaint and leaves plaintiff to her proofs.

47. Paragraph 47 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 47 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

48. Defendant denies the allegations contained in Paragraph 48 of this Count of the Complaint and leaves plaintiff to her proofs.

49. Defendant denies the allegations contained in Paragraph 49 of this Count of the Complaint and leaves plaintiff to her proofs.

50. Defendant denies the allegations contained in Paragraph 50 of this Count of the Complaint and leaves plaintiff to her proofs.

51. Defendant denies the allegations contained in Paragraph 51 of this Count of the Complaint and leaves plaintiff to her proofs.

52. Insofar as the allegations contained in Paragraph 52 of this Count of the Complaint do not pertain to the defendant, the defendant makes no answer thereto. Insofar as the allegations in Paragraph 52 of this Count of the Complaint pertain to the defendant, same are denied.

53. Defendant denies the allegations contained in Paragraph 53 of this Count of the Complaint and leaves plaintiff to her proofs.

54. Defendant denies the allegations contained in Paragraph 54 of this Count of the Complaint and leaves plaintiff to her proofs.

55. Defendant admits that Plaintiff reported what she felt were acts of discrimination and harassment to Human Resources on or about March 7, 2016, but denies the remainder of the allegations contained in Paragraph 55 of this Count of the Complaint.

56. Defendant denies the allegations contained in Paragraph 56 of this Count of the Complaint and leaves plaintiff to her proofs.

57. Defendant admits that there was no further action required by Human Resources, but denies the remainder of Paragraph 57 of this Count of the Complaint to the extent the allegations are intended to assert a claim for liability against defendant.



58. Insofar as the allegations contained in Paragraph 58 of this Count of the Complaint do not pertain to the defendant, the defendant makes no answer thereto. Insofar as the allegations in Paragraph 58 of this Count of the Complaint pertain to the defendant, same are denied.

59. Defendant denies the allegations contained in Paragraph 59 of this Count of the Complaint and leaves plaintiff to her proofs.

60. Defendant denies the allegations contained in Paragraph 60 of this Count of the Complaint and leaves plaintiff to her proofs.

61. Defendant admits that Plaintiff received a zero grade for failing to timely submit an assignment pursuant to the policies outlined in the course syllabus and student handbook and which were applicable to all other similarly situated students, but denies the remainder of Paragraph 61 of this Count of the Complaint to the extent the allegations are intended to assert a claim for liability against defendant.

62. Defendant denies the allegations contained in Paragraph 62 of this Count of the Complaint and leaves plaintiff to her proofs.

63. Defendant denies the allegations contained in Paragraph 63 of this Count of the Complaint and leaves plaintiff to her proofs.

64. Defendant admits that Plaintiff was permitted to file a formal petition to appeal her grade pursuant to the policies set forth in the University Catalog.

65. Defendant denies the allegations contained in Paragraph 65 of this Count of the Complaint and leaves plaintiff to her proofs.

66. Defendant admits that Plaintiff's grade was changed, but denies the remainder of Paragraph 66 of this Count of the Complaint to the extent the allegations are intended to assert a claim for liability against defendant.

67. Defendant denies the allegations contained in Paragraph 67 of this Count of the Complaint and leaves plaintiff to her proofs.

68. Insofar as the allegations contained in Paragraph 68 of this Count of the Complaint do not pertain to the defendant, the defendant makes no answer thereto. Insofar as the allegations in Paragraph 68 of this Count of the Complaint pertain to the defendant, same are denied.

69. Defendant denies the allegations contained in Paragraph 69 of this Count of the Complaint and leaves plaintiff to her proofs.

70. Defendant denies the allegations contained in Paragraph 70 of this Count of the Complaint and leaves plaintiff to her proofs.

71. Defendant denies the allegations contained in Paragraph 71 of this Count of the Complaint and leaves plaintiff to her proofs.

72. Defendant denies the allegations contained in Paragraph 72 of this Count of the Complaint and leaves plaintiff to her proofs.

73. Defendant admits the allegations contained in Paragraph 73 of this Count of the Complaint.

74. Defendant denies the allegations contained in Paragraph 74 of this Count of the Complaint and leaves plaintiff to her proofs.

75. Defendant admits the allegations contained in Paragraph 75 of this Count of the Complaint.

76. Defendant is without sufficient information to either admit or deny the allegations contained in Paragraph 76 of this count of the Complaint, but denies the allegations to the extent the allegations are intended to assert a claim of liability against defendant.

77. Paragraph 77 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 77 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

78. Defendant denies the allegations contained in Paragraph 78 of this Count of the Complaint and leaves plaintiff to her proofs.

79. Insofar as the allegations contained in Paragraph 79 of this Count of the Complaint do not pertain to the defendant, the defendant makes no answer thereto. Insofar as the allegations in Paragraph 79 of this Count of the Complaint pertain to the defendant, same are denied.

80. Defendant denies the allegations contained in Paragraph 80 of this Count of the Complaint and leaves plaintiff to her proofs.

81. Defendant denies the allegations contained in Paragraph 81 of this Count of the Complaint and leaves plaintiff to her proofs.

82. Defendant admits the allegations contained in Paragraph 82 of this Count of the Complaint.

83. Defendant denies the allegations contained in Paragraph 83 of this Count of the Complaint and leaves plaintiff to her proofs.

84. Defendant admits that while plaintiff was no longer eligible for completing a nursing degree at Felician University, she did graduate with a Bachelor of Arts degree in Natural Sciences and Math Specialization.

85. Defendant denies the allegations contained in Paragraph 85 of this Count of the Complaint and leaves plaintiff to her proofs.

86. Defendant denies the allegations contained in Paragraph 86 of this Count of the Complaint and leaves plaintiff to her proofs.

87. Paragraph 87 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 87 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

88. Defendant denies the allegations contained in Paragraph 88 of this Count of the Complaint and leaves plaintiff to her proofs.

89. Defendant denies the allegations contained in Paragraph 89 of this Count of the Complaint and leaves plaintiff to her proofs.

90. Paragraph 90 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 90 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

91. Defendant denies the allegations contained in Paragraph 91 of this Count of the Complaint and leaves plaintiff to her proofs.

92. Paragraph 92 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 92 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

93. Paragraph 93 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 93 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

**COUNT ONE**

**(Discrimination on the basis of Creed, Ancestry and National Origin in  
Violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*)**

94. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

95. Paragraph 95 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 95 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

96. Paragraph 96 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 96 do not state a claim for relief against the defendant,

the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

97. Defendant denies the allegations contained in Paragraph 97 of this Count of the Complaint and leaves plaintiff to her proofs.

98. Defendant denies the allegations contained in Paragraph 89 of this Count of the Complaint and leaves plaintiff to her proofs.

**COUNT TWO**  
**(Race and National Origin Discrimination in Violation of Title VI of the Civil Rights Act Of 1964, 42 U.S.C. § 2000d *et seq.*)**

99. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

100. Paragraph 100 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 100 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

101. Paragraph 101 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 101 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

102. Paragraph 102 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 102 do not state a claim for relief against the defendant,

the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

103. Defendant denies the allegations contained in Paragraph 103 of this Count of the Complaint and leaves plaintiff to her proofs.

104. Defendant denies the allegations contained in Paragraph 104 of this Count of the Complaint and leaves plaintiff to her proofs.

**COUNT THREE**  
**(Defamation)**

105. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

106. Defendant denies the allegations contained in Paragraph 106 of this Count of the Complaint and leaves plaintiff to her proofs.

107. Defendant denies the allegations contained in Paragraph 107 of this Count of the Complaint and leaves plaintiff to her proofs.

108. Defendant denies the allegations contained in Paragraph 108 of this Count of the Complaint and leaves plaintiff to her proofs.

109. Defendant denies the allegations contained in Paragraph 109 of this Count of the Complaint and leaves plaintiff to her proofs.

**COUNT FOUR**  
**(Breach of Contract)**

110. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

111. Paragraph 111 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied.

Inasmuch as the allegations of Paragraph 111 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

112. Paragraph 112 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 112 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

113. Paragraph 113 asserts a contention of law and, as such, defendant makes no response thereto. To the extent that plaintiff is asserting allegations of fact, same are denied. Inasmuch as the allegations of Paragraph 113 do not state a claim for relief against the defendant, the defendant makes no answer thereto; but, insofar as they may be intended to purport to set forth a claim for relief against the defendant, they are denied.

114. Defendant denies the allegations contained in Paragraph 114 of this Count of the Complaint and leaves plaintiff to her proofs.

115. Defendant denies the allegations contained in Paragraph 115 of this Count of the Complaint and leaves plaintiff to her proofs.

116. Defendant denies the allegations contained in Paragraph 116 of this Count of the Complaint and leaves plaintiff to her proofs.

117. Defendant denies the allegations contained in Paragraph 117 of this Count of the Complaint and leaves plaintiff to her proofs.

118. Defendant denies the allegations contained in Paragraph 118 of this Count of the Complaint and leaves plaintiff to her proofs.



**COUNT FIVE**  
**(Intentional Infliction of Emotional Distress)**

119. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

120. Defendant denies the allegations contained in Paragraph 120 of this Count of the Complaint and leaves plaintiff to her proofs.

121. Defendant denies the allegations contained in Paragraph 121 of this Count of the Complaint and leaves plaintiff to her proofs.

122. Defendant denies the allegations contained in Paragraph 122 of this Count of the Complaint and leaves plaintiff to her proofs.

**COUNT SIX**  
**(Battery)**

123. Defendant repeats and reiterates its answers to all of the previous allegations of the Complaint with full force and effect as though more fully set forth herein at length.

124. Defendant denies the allegations contained in Paragraph 124 of this Count of the Complaint and leaves plaintiff to her proofs.

125. Defendant denies the allegations contained in Paragraph 125 of this Count of the Complaint and leaves plaintiff to her proofs.

126. Defendant denies the allegations contained in Paragraph 126 of this Count of the Complaint and leaves plaintiff to her proofs.

127. Defendant denies the allegations contained in Paragraph 127 of this Count of the Complaint and leaves plaintiff to her proofs.

**PRAYER FOR RELIEF**

**WHEREFORE**, defendant, *Felician University*, hereby demands Judgment dismissing the plaintiffs' Complaint herein, together with costs of suit.

**FIRST SEPARATE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by Plaintiff's failure to exhaust administrative remedies.

**SECOND SEPARATE DEFENSE**

At all times relevant hereto, Defendant has acted in good faith and has not violated any rights which may inure to Plaintiff under any Federal, State or local laws, rules, regulations or guidelines.

**THIRD SEPARATE DEFENSE**

Plaintiff's claims for damages are barred or reduced by the failure of Plaintiff to mitigate damages by using reasonable diligence to seek and obtain compensable employment elsewhere.

**FOURTH SEPARATE DEFENSE**

This Court lacks jurisdiction over the subject matter of this action and this party reserves the right to move for dismissal of the pleading.

**FIFTH SEPARATE DEFENSE**

The affirmative pleading herein fails to state a claim upon which relief may be granted and this party reserves the right to move at or before the time of trial to dismiss same.

**SIXTH SEPARATE DEFENSE**

The Plaintiff has failed to join a necessary or indispensable party without whom this action cannot proceed.

**SEVENTH SEPARATE DEFENSE**

The affirmative pleading fails to state a claim upon which relief can be granted, this Court lacks jurisdiction over the subject matter of this action, and the Plaintiff is barred from recovery as a matter of law because the alleged claim was not made and perfected in the manner and within the time provided and required by law, statute, regulation or contract upon which it is predicated.

**EIGHTH SEPARATE DEFENSE**

The claim is barred by the entire controversy doctrine and the mandatory counterclaim rule.

**NINTH SEPARATE DEFENSE**

The applicable law, rule, statute or regulation, including, but not limited to the Statute of Limitations, controlling or requiring the institution of suit within a certain period of time following its accrual, was not complied with by the Plaintiff and, accordingly, the Plaintiff's claim is barred as a matter of law.

**TENTH SEPARATE DEFENSE**

The basis of Plaintiff's cause of action is against the public policy of this State and the claim for punitive damages is barred as a matter of law.

**ELEVENTH SEPARATE DEFENSE**

Any and all injuries and damages sustained were the result of a third party over whom this party had no control.

**TWELFTH SEPARATE DEFENSE**

Defendant claims credit for all collateral sources from which the Plaintiff has or shall receive benefits pursuant to *N.J.S.A. 2A:15-97*.

**THIRTEENTH SEPARATE DEFENSE**

The damages of the Plaintiff are limited by the doctrine of avoidable consequences.

**FOURTEENTH SEPARATE DEFENSE**

The incident which forms the basis of this litigation and which allegedly caused injuries and damages to the Plaintiff was proximately caused or contributed to by the fault of third persons not parties to this litigation. The responsibility of the party filing this Answer and the right of the Plaintiff to recover in this litigation can only be determined after the percentages of responsibility of all parties to the incident are determined whether or not they are parties to this litigation. Accordingly, this party seeks an adjudication of the percentage of fault of the Plaintiff and each and every other person whose fault contributed to the incident.

**FIFTEENTH SEPARATE DEFENSE**

This Defendant reserves the right to amend its Answer and to assert additional defenses and/or supplement, alter or change this Answer upon the revelation of more definite facts during and/or upon the completion of further discovery and investigation.

**SIXTEENTH SEPARATE DEFENSE**

The basis of Plaintiff's cause of action is against a public punitive policy of this State and the claim is barred as a matter of law.

**SEVENTEENTH SEPARATE DEFENSE**

The claim filed against this Defendant has been commenced, used, or continued in bad faith, solely for the purpose of harassment, delay or malicious injury. Accordingly, Defendant reserves its right, pursuant to *N.J.S.A. 2A:15-59.1*, to seek reimbursement for all reasonable litigation costs and counsel fees expended in defense of this claim.

**EIGHTEENTH SEPARATE DEFENSE**

Plaintiff's claim is frivolous within the meaning of *N.J.S.A. 2A:15-59.1* and Defendant reserves the right to move for all counsel fees and costs of suit.

**NINETEENTH SEPARATE DEFENSE**

Plaintiff is estopped and barred by Plaintiff's own conduct from recovering any relief.

**TWENTIETH SEPARATE DEFENSE**

The Complaint fails to state a claim upon which an award of attorneys' fees can be granted.

**TWENTY-FIRST SEPARATE DEFENSE**

The Complaint is barred, in whole or in part, by Plaintiff's own contributory and/or comparative fault.

**TWENTY-SECOND SEPARATE DEFENSE**

Plaintiff's claim for relief is barred to Plaintiff's unclean hands.

**TWENTY-THIRD SEPARATE DEFENSE**

The Plaintiff is estopped from proceeding with this alleged cause of action.

**TWENTY-FOURTH SEPARATE DEFENSE**

The claimant is guilty of laches.

**TWENTY-FIFTH SEPARATE DEFENSE**

Plaintiff's wrongful conduct bars Plaintiff's claim for relief.

**TWENTY-SIXTH SEPARATE DEFENSE**

Defendant relied on legitimate non-discriminatory and reasonable factors in taking any alleged action toward the Plaintiff.

**TWENTY-SEVENTH SEPARATE DEFENSE**

The claim of the claimant(s) is barred as a matter of law because of the doctrine of estoppel.

**TWENTY-EIGHTH SEPARATE DEFENSE**

The covenant, promise, agreement or understanding which forms the basis of the claim against this party is against public policy and is void and unenforceable pursuant to *N.J.S.A. 2A:40A-1, et seq.*

**TWENTY-NINTH SEPARATE DEFENSE**

There has been an accord and satisfaction whereby this party is discharged from any liability.

**THIRTIETH SEPARATE DEFENSE**

The claimant has failed to comply with conditions precedent necessary to a recovery under the Contract.

**THIRTY-FIRST SEPARATE DEFENSE**

Insofar as the pleading endeavors to assert a cause of action based on a breach of contract (which breach is denied), the damages sought were not within the contemplation of the parties at the time of the making of the Contract and, further, would not naturally result for any breach.

**THIRTY-SECOND SEPARATE DEFENSE**

The claimant failed to disclose material facts which, if disclosed, would have induced this party to refuse the contractual obligation.

**THIRTY-THIRD SEPARATE DEFENSE**

The party having fully performed its Contract, the Contract is terminated and the claimant cannot sue thereon.

**THIRTY-FOURTH SEPARATE DEFENSE**

Claimant received and fully accepted the benefits of said Contract and is, therefore, barred from recovery.

**THIRTY-FIFTH SEPARATE DEFENSE**

The agreement relied upon by the claimant was an oral agreement violative of the provisions of the Statute of Frauds and is not enforceable.

**THIRTY-SIXTH SEPARATE DEFENSE**

The claimant is barred from recovery by reason of this party's substantial reliance on the claimant's representation to past, current and future facts.

**THIRTY-SEVENTH SEPARATE DEFENSE**

Claimant has relinquished voluntarily and, hence, has waived the basis on which she sues.

**THIRTY-EIGHTH SEPARATE DEFENSE**

Assuming, arguendo, but not conceding, that this party made one or more of the statements attributed to it in the Complaint, any such statements were invited and instigated by acts and statements of the claimant and constituted a fair reply thereto and, therefore, such statements are privileged and non-actionable.

**THIRTY-NINTH SEPARATE DEFENSE**

Assuming, arguendo, but not conceding, that this party made one or more of the statements attributed to it in the Complaint, any such statements were made by it acting in the furtherance and defense of its own legitimate affairs and interest and, therefore, are privileged and non-actionable.

**FORTIETH SEPARATE DEFENSE**

Assuming, arguendo, but not conceding, that this party made one or more of the statements attributed to it in the Complaint, any such statements constituted a fair comment about a public or political figure and, therefore, are privileged and non-actionable.

**FORTY-FIRST SEPARATE DEFENSE**

The claimant by her own publicized actions, so sullied and impugned whatever her own good name, fame and credit may have been that any comments as charged in the Complaint which this party may have made could not and did not cause any injury or damage.

**DEMAND FOR TRIAL BY JURY**

**PLEASE TAKE NOTICE** that the defendant, *Felician University*, hereby demands a trial of the issues by a jury of six persons.

**BIANCAMANO & Di STEFANO, P.C.**

By: /s George Karousatos, Esq.(4107)  
George Karousatos, Esq. (N.J. Bar No. 027321991)  
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Dated: October 18, 2018



**CERTIFICATION**

I hereby certify that a copy of the within document has been filed with the Clerk of the above-captioned Court and that a copy of same was served upon all interested attorneys within the time allowed by the Rules of Court, as extended.

**BIANCAMANO & Di STEFANO, P.C.**

By: /s George Karousatos, Esq.(4107)  
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g.karousatos@bdlawfirm.com

Dated: October 18, 2018

**INITIAL CERTIFICATION**

**GEORGE KAROUSATOS, ESQ.**, of full age, hereby certifies as follows:

1. The matter in controversy is not the subject of any other action pending in Court or any pending Arbitration or administrative proceeding.
2. There is no other action or proceeding contemplated with regard to the subject matter of this suit.
3. To my knowledge, no other party should be joined in this action.

**BIANCAMANO & Di STEFANO, P.C.**

By: /s George Karousatos, Esq.(4107)  
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